

2022

# Traffic Data Ecosystem – Constitutive Agreement

MAY 10, 2022

LAUTANALA JANNE

## Constitutive Agreement of the Traffic Data Ecosystem

### PARTIES

- (1) Liikenteenohjausyhtiö Fintraffic Oy (2942108-7)
- (2) Teknologian tutkimuskeskus VTT Oy (2647375-4)
- (3) Helsingin seudun liikenne -kuntayhtymä (2274586-3)
- (4) TVV lippu- ja maksujärjestelmä Oy (2560184-9)
- (5) Metsäteho Oy (1041397-6)
- (6) Oy Matkahuolto Ab (0111393-9)
- (7) ITS Finland ry
- (8) Finnair Oyj (0108023-3)
- (9) Valopilkku Oy (3217978-9)
- (10) VR-Yhtymä Oyj (1003521-5)
- (11) MaaS Global Oy (2685777-4)
- (12) Finnish Logistics Data Osuuskunta (3190486-2)

(Together the “Parties” or “Founding Members”.)

The following documents are annexed to this contract document and form an integral part of this Constitutive Agreement:

<b>Appendix</b>	<b>Description</b>
1	Description of the Traffic Data Ecosystem – Vision, Goals and Governance Model
2	General Terms and Conditions
3	Code of Conduct

## BACKGROUND AND PURPOSE

The Parties are contemplating the establishment of Traffic Data Ecosystem (“Data Network”) in order to share traffic related data.

## DEFINITIONS

As used in this Agreement, including the preamble and the Appendices hereof, unless expressly otherwise stated or evident in the context, the following terms and expressions have the following meanings, the singular (where appropriate) includes the plural and vice versa, and references to Appendices and Sections mean the Appendices and Sections of this Agreement:

“Chair”	Chairman of the Traffic Data Network Steering Group.
“Qualified Majority”	Two thirds (2/3) majority in a vote.
“Representatives”	persons chosen or appointed to act or speak for the Data Ecosystem Member organization
“Secretary”	Secretary of the Steering Group.

Other terms and expressions have the meanings defined in **Appendix 2** (General Terms and Conditions).

## THE NETWORK

The undersigned hereby establish Traffic Data Ecosystem that is further described in **Appendix 1** (Description of Traffic Data Ecosystem).

The Parties agree that new Members may join the Traffic Data Ecosystem without applying any accession criteria. The List of Members will be updated upon the accession of new Parties, the termination of incumbent Parties or any changes in the representatives or their contact details and made available to the Members online.

The ethical principles that apply to the Networks are laid down in Appendix 3 (Code of Conduct). The Parties agree to comply with these ethical principles in good faith in connection with their conduct within the Network.

## NO EXCLUSIVITY

Nothing in this Agreement prevents or restricts the Parties from participating in any other data networks, platforms, ecosystems or any other cooperation or from using any services provided by Third Parties. Furthermore, sharing any of the Data within the Network does not prevent or restrict the respective Data Provider from sharing such Data with Third Parties at its own discretion.

## **GOVERNANCE OF THE NETWORK**

The governance framework that applies to the Network is defined in further detail in **Appendix 1**.

The Parties agree to appoint necessary representatives to the governing bodies as defined in **Appendix 1**, and the Parties represent and warrant that their representatives are duly authorised to represent the relevant Party in the governing bodies. Furthermore, the Parties acknowledge any decisions made by the governing bodies as legally effective and binding upon the Parties under this Agreement.

## **TERMINATION AND VALIDITY**

This Agreement becomes effective on the Effective Date after which it remains in force for an indefinite period and any Party may choose to terminate its participation subject to a termination period of ninety (90) days.

## **NOTICES**

Any notices provided under this Agreement must be submitted in writing to the Representatives made available to the Members online<sup>1</sup>

Any change in contact persons or relevant contact details must be disclosed immediately by the respective Party to the secretary of the Steering Group.

## **LIMITATION OF LIABILITY**

The annual total liability of any Party under this Agreement shall not exceed fifty thousand (50 000) euros.

## **ENTRY INTO FORCE AND APPLICATION**

This Agreement will enter into force when executed (signed) by all Parties.

## **APPLICABLE LAWS AND DISPUTE RESOLUTION**

This Agreement is governed by and construed in accordance with the laws of Finland without regard to its principles of private international law and/or conflict of laws rules.

The Parties agree to use reasonable endeavours to amicably settle any disputes arising under this Constitutive Agreement. Failing to reach an amicable settlement, the Party shall submit the dispute to the District Court of Helsinki as the first instance, except for such matters for intellectual property and copyright, which has been enacted to be within the jurisdiction of the Market Court.

## **COUNTERPARTS**

This agreement has been executed in [ ] identical counterparts, one for each Party and one for the Steering Group.

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In Helsinki, Finland on May 5, 2022

*[Signatures on the next pages]*

**LIIKENTEENOHJAUSYHTIÖ FINTRAFFIC  
OY**



Name: Pertti Korhonen  
Title: CEO

**TEKNOLOGIAN TUTKIMUSKESKUS VTT  
OY**



Name: Ari Aalto  
Title: VP, Mobility and Transport

**HELSINGIN SEUDUN LIIKENNE -  
KUNTAYHTYMÄ**



Name: Mika Nykänen  
Title: CEO

**TVV LIPPU- JA MAKSUJÄRJESTELMÄ OY**



Name: Juha Ranta  
Title: COO

**METSÄTEHO OY**



Name: Heikki Pajuoja  
Title: CEO

**OY MATKAHUOLTO AB**



Name: Janne Jakola  
Title: CEO

**ITS FINLAND RY**

*Marko Forsblom*

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Name: Marko Forsblom

Title: CEO

**FINNAIR OYJ**

*Topi Manner*

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Name: Topi Manner

Title: CEO

**VALOPILKKU OY**

*Jari Kantonen*

---

Name: Jari Kantonen

Title: CEO

**VR-YHTYMÄ OYJ**

*Topi Simola*

---

Name: Topi Simola

Title: CEO

**FLD OSUUSKUNTA**

*Juha Lamminkari*

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Name: Juha Lamminkari

Title: Hallituksen puheenjohtaja

**MAAS GLOBAL OY**

*Sampo Hietanen*

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Name: Sampo Hietanen

Title: CEO